

**COMBINED DECLARATION AND POWER OF ATTORNEY
FOR PATENT APPLICATION**

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am an original, first and sole inventor of the subject matter (an original, first and joint inventor) which is claimed and for which a utility patent is sought on the invention entitled:

PALM PAD SYSTEM

the specification of which:

☒ was filed on December 29, 1999, as United States non-Provisional Application No. 09/474,545 bearing attorney docket no. 17853-030.

☐ is attached hereto.

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56.

☐ I hereby claim foreign priority benefits under Title 35, United States Code, §119(a)-(d) or §365(b) of any foreign application(s) for patent or inventor's certificate, or §365(a) of any PCT International application designating at least one country other than the United States listed below and have also identified below any foreign application for patent or inventor's certificate or PCT International application having a filing date before that of the application on which priority is claimed.

			Priority Claimed	
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____ (Number)	_____ (Country - if PCT, so indicate)	_____ (dd/mm/yy Filed)	<input type="checkbox"/>	<input type="checkbox"/>
_____ (Number)	_____ (Country - if PCT, so indicate)	_____ (dd/mm/yy Filed)	<input type="checkbox"/>	<input type="checkbox"/>

☒ I hereby claim the benefit under Title 35, United States Code, § 119(e) or §120 of any United States application(s), or §365(c) of any PCT International application(s) designating the United States of America listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56 which became available between the filing date of the prior application and the national or PCT International filing date of this application:

<u>60/114,521</u>	<u>12/31/98</u>	<u>Pending</u>
(Application No.)	(Filing Date)	(Status: Patented, Pending, Abandoned)

<u>60/135,894</u>	<u>05/26/99</u>	<u>Pending</u>
(Application No.)	(Filing Date)	(Status: Patented, Pending, Abandoned)

PCT International Applications designative the United States:

<u>(PCT App No.)</u>	<u>(US Serial No.)</u>	<u>(PCT Filing Date)</u>	<u>(Status)</u>
----------------------	------------------------	--------------------------	-----------------


I hereby appoint the following attorneys and/or agents to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

David B. Bernstein, Registration No. 32,112
David F. Crosby, Registration No. 36,400
Brett N. Dorny, Registration No. 35,860
Ivor R. Elrifi, Registration No. 39,529
John A. Harre, Registration No. 37,345
A. Jason Mirabito, Registration No. 28,161
Michel Morency, Limited Recognition
John T. Prince, Registration No. 43,091
Thomas M. Sullivan, Registration No. 39,392
David F. Crosby, Registration No. 36,400
Howard Susser, Registration No. 33,556
William A. Marino, Registration No. 44,219
Leslie Meyer-Leon, Registration No. 37,381
Carol H. Peters, Registration No. 45,010
Kristin Konzak, Registration No. 44,848
Shelby Walker, Registration No. 45,192
Martin M. Zoltick, Registration No. 35,745
Brian Rosenbloom, Registration No. 41,276
James Cullen, Registration No. 43,569
David E. Johnson, Registration No. 41,874
Cynthia Kozakiewicz, Registration No. 42,764


Address all telephone calls to Robert V. Klauzinski at telephone number 617/348-4873. Address all correspondence to:

Robert V. Klauzinski
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, Massachusetts 02111

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or patent issued thereon.



Inventor's Signature




Date

Full Name of Inventor: Joseph Arruda

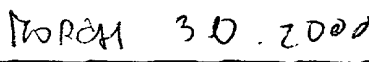
Citizenship: U.S.A.

Residence: 32 Bryant's Way, Swansea, MA 02777

Post Office Address:



Inventor's Signature



Date

Full Name of Inventor: Gregor Mittersinker

Citizenship: U.S.A.

Residence: 132 Spring Green Road, Warwick, RI 02888

Post Office Address:

Inventor's Signature
Full Name of Inventor: Robert Southworth
Citizenship: U.S.A.
Residence: 4 Short Street, Mansfield, MA 02048
Post Office Address:

Date

Post Office Address:

Date _____

Inventor's Signature

Post Office Address:

3/24/2000

Date _____

TRADOCS:1305508.1(RZC401!.DOC)

[illegible]

**COMBINED DECLARATION AND POWER OF ATTORNEY
FOR PATENT APPLICATION**

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PALM PAD SYSTEM

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☒ was filed on December 29, 1999, as United States non-Provisional Application No. 09/474,545 bearing attorney docket no. 17853-030.

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Priority
Claimed

(Number)	(Country - if PCT, so indicate)	(dd/mm/yy Filed)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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Howard Susser, Registration No. 33,556
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Carol H. Peters, Registration No. 45,010
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Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, Massachusetts 02111

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Inventor's Signature

Date

Full Name of Inventor: Joseph Arruda

Citizenship: U.S.A.

Residence: 32 Bryant's Way, Swansea, MA 02777

Post Office Address:

Inventor's Signature

Date

Full Name of Inventor: Gregor Mittersinker

Citizenship: U.S.A.

Residence: 132 Spring Green Road, Warwick, RI 02888

Post Office Address:

Robert O. Southworth

Inventor's Signature

4/24/00

Date

Full Name of Inventor: Robert Southworth

Citizenship: U.S.A.

Residence: 4 Short Street, Mansfield, MA 02048

Post Office Address:

Post Office Address:

Date 8 May 2000

Post Office Address:

Date _____

TRADOCS:1305508.1(RZC401!.DOC)

ASSIGNMENT

We, Joseph Arruda, Swansea, MA, Gregor Mittersinker, Warwick, RI, Robert Southworth, Mansfield, MA, A. Jason Mirabito, Hull, MA and Kenneth Rawlings, Douglas, MA, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to A.T.X. International, Inc., a Rhode Island corporation, with offices at One Albion Road, Suite 200, Lincoln, Rhode Island 02864 and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

PALMPAD SYSTEM

filed with the U.S. Patent and Trademark Office on December 29, 1999 and assigned Serial No. 09/474,545, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date: April 26, 2000

Joseph Arruda 4/26/00
Signature of: Joseph Arruda

State of Massachusetts
County of Bristol

Subscribed and sworn to before me this 26th day of April, 2000.

Sherry M. Bennett
Notary Public

My commission expires June 23, 2006.

Date:

Signature of: Gregor Mittersinker

State of _____

Country of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____.

Date:

Signature of: Robert Southworth

State of _____

Country of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____.

Date:

Signature of: A. Jason Mirabito

State of _____

Country of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____.

Signature of: Kenneth Rawlings

State of _____

Country of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____

TRADOCS:1315698.1(S77601!.DOC)

[illegible]

ASSIGNMENT

We, Joseph Arruda, Swansea, MA, Gregor Mittersinker, Warwick, RI, Robert Southworth, Mansfield, MA, A. Jason Mirabito, Hull, MA and Kenneth Rawlings, Douglas, MA, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to A.T.X. International, Inc., a Rhode Island corporation, with offices at One Albion Road, Suite 200, Lincoln, Rhode Island 02864 and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

PALMPAD SYSTEM

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Date:

Signature of: Joseph Arruda

State of _____

Country of _____

Subscribed and sworn to before me this _____ day of _____.

Notary Public

My commission expires _____.

Date: April 11, 2000

Signature of: Gregor Mittersinker

State of Rhode Island

Country of Providence

Subscribed and sworn to before me this 11th day of April, 2000.

Linda A. Caffrey
Notary Public

My commission expires 11/24/01.

Date:

Signature of: Robert Southworth

State of _____

Country of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____.

Date:

Signature of: A. Jason Mirabito

State of _____

Country of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____.

Signature of: Kenneth Rawlings

Country of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____

TRADOCs:1315698.1(S77601!.DOC)

[illegible]

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R.O. Southworth

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Date: _____

Signature of: Joseph Arruda

State of _____

Country of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____.

Date: _____

Signature of: Gregor Mittersinker

State of _____

Country of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____.

Date:

Robert C. Southworth

Signature of: Robert Southworth

State of MASS

Country of BRISTOL

Subscribed and sworn to before me this 14 day of APRIL, 2000.

Helen J. Carter
Notary Public

My commission expires Feb. 4, 2005.

Date:

A. Jason Mirabito
Signature of: A. Jason Mirabito

State of _____

Country of _____

Subscribed and sworn to before me this _____ day of _____.

Notary Public

My commission expires _____.

Date:

Signature of: Kenneth Rawlings

State of _____

Country of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____

TRADOCS:1315698.1(S77601!.DOC)

- 4 -

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Date:

Signature of: Joseph Arruda

State of _____

Country of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____.

Date:

Signature of: Gregor Mittersinker

State of _____

Country of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____.

Date:

Signature of: Robert Southworth

State of _____

Country of _____

Subscribed and sworn to before me this _____ day of _____.

Notary Public

My commission expires _____.

Date: MAY 8, 2000

Signature of: A. Jason Mirabito

State of Massachusetts

Country of Suffolk

Subscribed and sworn to before me this 8th day of May, 2000.

Notary Public

MY COMMISSION EXPIRES NOVEMBER 10, 2000

My commission expires _____.

Date: 4/24/2000

Signature of: Kenneth Rawlings

State of MASSACHUSETTS

Country of U.S.A.

Subscribed and sworn to before me this 24th day of April 2002

~~Notary Public~~

My commission expires

TRADOCs:1315698.1(S77601!.DOC)

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